

Summary of Tentative Agreement between Judiciary and JCAU

1. **No Layoff commitment through January 1, 2011.** The Judiciary cannot layoff bargaining unit employees between July 1, 2009 and January 1, 2011. Layoffs include demotions in lieu of layoffs.
2. **Raise Deferral.** We have agreed to defer the July 1, 2009 3% wage increase until January 1, 2011. The July 1, 2010 raise will be paid on time and all increments will be paid.
3. **Furloughs.** In addition to the May and June furlough days, the day after Thanksgiving in 2009 will be an unpaid furlough day. The Judiciary may schedule up to six (6) additional unpaid furlough days for the period July 1, 2009 through June 30, 2011. These are non-staggered furloughs, which means the courts will be closed should the Judiciary seek these days. The Judiciary agrees that any additional furlough days will be scheduled to minimize hardship on employees, such as packaged with weekends, holidays, or in a month with three pays.
4. **Paid Leave Bank.** If the Judiciary has to utilize the 6 non-staggered furlough days, employees will accrue Paid Leave Bank Days as follows:
 - ½ day for each of the first four furlough days and 1 full day for each of the remaining two.
 - Once an employee has accrued Paid Leave Bank Days they can be used like vacation days or carried over for the remainder of an employee's employment with the Judiciary and can then be cashed out. These days are **NOT** subject to any use or lose provisions. There is no limit to carryover.
5. **The Day after Thanksgiving in 2010 and 2011.** These will be paid recess days for all Judiciary employees.
6. **Penalties for Violations.** If any member is laid off prior to January 1, 2011 in violation of the no layoff pledge, the deferral of the 3% raise shall immediately end and the raise will be paid. In addition, the requirement for additional furlough days will no longer apply. Employees will be able to retain any paid leave bank days they may have earned.

All other provisions of the contract remain in full force and effect.

We understand that this is a difficult agreement. Nobody wants wage deferrals or furloughs but we believe that layoffs in this economic climate are much worse. In addition to providing for no layoffs and job security, this Agreement maintains the integrity of our collective bargaining agreement. Before the end of the contract, all negotiated increases will be paid and everyone will be at their proper wage rate.

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